

SERIAL 05098 IGA VEHICLE WINDSHIELD & WINDSHIELD ASSEMBLY

DATE OF LAST REVISION: June 29, 2006 CONTRACT END DATE: June 30, 2007

CONTRACT PERIOD BEGINNING JUNE 28, 2005
ENDING ~~JUNE 30, 2006~~
JUNE 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VEHICLE WINDSHIELD & WINDSHIELD ASSEMBLY**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the **Arizona Department of Transportation Contract #ADOT-T05-00053**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700079

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT GROUP
1739 W. Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276
(602) 712-7211



NOTICE OF AWARD

REQUEST FOR PROPOSAL NO. T05-17-00053

THE AWARD FOR VEHICLE, GLASS REPLACEMENT, REPAIR AND ACCESSORIES IS MADE TO THE RESPONSIBLE OFFEROR SAFELITE AUTO GLASS, WHOSE OFFER IS MOST ADVANTAGEOUS TO THE STATE TAKING INTO CONSIDERATION THE EVALUATION FACTORS SET FORTH IN THE REQUEST FOR PROPOSAL. THE AMOUNT OF THE AWARD IS \$1,000,000.00 ANNUALLY.

SHARON KENDRICK, CPPB
CONTRACT OFFICER

DATE

The contract begins 6-1-05.

- 5/31/05 [Signature]



TABLE OF CONTENTS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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SOLICITATION NO. T05-17-00053

<u>SECTION</u>	<u>PAGE</u>
NOTICE	i
TABLE OF CONTENTS	ii
1 SPECIFICATIONS	1
2 UNIFORM TERMS AND CONDITIONS	11
3 SPECIAL TERMS AND CONDITIONS	22
4 UNIFORM INSTRUCTIONS TO OFFERORS	43
5 SPECIAL INSTRUCTIONS TO OFFERORS	49
EXHIBITS	
1 INSURANCE CERTIFICATE	53
2 CURRENT LOCATIONS	54
ATTACHMENTS	
(Return the following required information with Bid)	
1 OFFER AND CONTRACT AWARD SHEET	57
2 PRICE SHEET	58
3 REFERENCES	63
4 SUBSTITUTE W-9	64
5 QUESTIONNAIRE	65
6 ADDITIONAL WARRANTY	68
7 SERVICE, REQUIRED LOCATION/RESPONSE TIME	69
8 SUBCONTRACTORS	70
9 INSTALLATION STANDARDS – QUESTIONNAIRE	71
10 VEHICLE, GLASS REPLACEMENT SAFETY STANDARD	75

SECTION ONE SPECIFICATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
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SOLICITATION NO. T05-17-00053

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to enter into a term contract for the annual requirements of a complete line of windshields, side glass and rear glass with standard and emergency assembly and installation or repair for all light and heavy duty vehicles to include on and off road equipment. Also, included will be a complete line of mirrors, windshield protectorate and tinting. The contract will be for use by all state of Arizona agencies, accounts and boards and participating political subdivisions (a.k.a. eligible agencies) Prospective offerors should demonstrated capabilities in the areas contained in the (SOW) Scope of Work or Specifications, Terms and Conditions and Special Terms and Conditions for use by multiple eligible agencies requiring service at stationary locations and/or mobile locations, throughout the State (Statewide Contract Requirement). The service shall include both replacement and/or repair as needed.

The estimated dollar volume of products and service purchased under the proposed contract is \$1,000,000.00 annually, based on historical usage data and anticipated volumes. This is only an estimate and the State makes no guarantee as to actual dollars spent under any resultant contract.

This RFP is intended to achieve the following objectives:

To provide core items pricing (lowest net) as defined in Scope of Work (SOW) Section 1.

To provide Catalog Pricing (Discount From List) for non-core items as defined in SOW Section 1.

To provide an Electronic Ordering System as defined in SOW Section 1.

To provide a Spend Management Program as Defined in SOW Section 1.

To provide a Cumulative Volume Discount or Rebate Program as defined in SOW Section 1.

To provide Single Bulk Purchase, Procurement Card and Special Educational Programs as defined in SOW Section 1.

To utilize the Arizona Purchasing Card Program as defined in SOW Section 1.

To provide a Women-Owned/Small Minority-Owned Business Enterprise Subcontract Program as defined in SOW Section 1.

To provide a Set-Aside Products and/or Service Program as defined in SOW Section 1.

To provide a Data Management and Reporting Program. (See Special Terms and Conditions Section 3, Paragraph 30 entitled Contract Reports and SOW Section 1.

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SOLICITATION NO. T05-17-00053

2. **SCOPE OF WORK**

The award contractor(s) shall be responsible for providing all labor, equipment, materials, parts, supplies, shipping, travel, per diem, and services specified in this solicitation in accordance with all stated Terms and Conditions, for the fixed discount percent (%) off of the National Auto Glass Specification (NAGS) catalog and price calculator as set forth on the solicitations price sheet. The fixed discount percent (%) off of the NAGS catalog and price calculator shall remain in full force and effect for the stated term specified in any resultant contract and shall include the cost of insurance and every other item of expense, direct or indirect, (excluding sales tax) incidental to the bid price (% off NAGS).

The successful contractor(s) shall supply, at no charge to the State, copies of all NAGS catalogs and price calculators to all requesting State agencies and political subdivisions.

Failure to offer a discount off the NAGS catalog and price calculator may result in bid rejection.

Materials:

All materials utilized in the performance of this contract shall be either Original Equipment Manufacturer (OEM) or those equivalent to OEM Materials.

Must comply with all quality, safety, environmental and structural standards set forth by; Federal, State and local regulatory agencies, the National Automotive Industry and all other governing authorities.

Installation:

Contractor (s) shall be capable of providing windshield replacement, assembly and/or repair services in accordance with Original Equipment Manufacturers (OEM) specifications per the Motor Safety Act, section 1937, latest revision, using OEM or OEM equivalent glass, components and supplies. Also, the glass products shall meet the requirements of ANSI Z26.1 as required by FMVSS 205, Reference Attachment 10. Submit Attachment 9 with proposal.

Service required locations/response times:

(Bidders shall complete / submit Attachment "7" with proposal)

Contractor(s) shall have existing service maintenance facilities, personnel and mobile repair units capable of providing all glass replacement and/or repair service within twenty-four (24) hours ARO to the following metropolitan areas; Phoenix Metro, Tucson Metro, and Flagstaff.

SECTION ONE SPECIFICATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
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SOLICITATION NO. T05-17-00053

Contractor(s) shall have existing service maintenance facilities, personnel and mobile repair units capable of providing all glass replacement and/or repair service to all other locations throughout the State within 48 hours ARO.

Contractor(s) shall have existing maintenance facilities and personnel located in the greater Phoenix Metro, Tucson Metro, and Flagstaff area capable of handling emergency drive-in windshield replacement service within four (4) hours ARO.

In the event that a contract customer has a disabled vehicle requiring immediate servicing (e.g. law enforcement cruisers, primary service vehicles) and the contractor(s) is unable to respond within a mutually agreed upon time frame. The ordering agency reserves the right to seek another source so as not to permit expensive and/or excessive equipment down time.

Exhibit "2" Current Locations contains a listing of some of the State's locations requiring service. Note this is not a complete list of all service locations but rather an example of the various locations requiring on going service during the term of any resultant contract(s).

Personnel Qualifications:

Technicians installing replacement automotive glass shall be fully qualified for the tasks they are required to perform. Such qualifications shall include, at a minimum, completion of a comprehensive training program with a final exam and a continuing education component. The program shall include, among other things:

- a) AGR safety issues.
- b) An understanding of OEM installation standards and procedures.
- c) Relevant technical specifications.
- d) Comprehensive retention system specific training.
- e) The opportunity to apply and demonstrate the skills technicians learn.

Submit with proposal, on a separate sheet of paper contractor's personnel by name, years of experience and qualifications. Personnel Qualifications apply to sub-contractors also.

Telephone/Facsimile/Electronic Ordering Support:

Contractor(s) shall have existing facilities capable of accepting windshield replacement and/or repair orders, quoting State contract pricing and dispatching mobile repair units to required locations via telephone, facsimile and electronic means.

SECTION ONE SPECIFICATIONS

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SOLICITATION NO. T05-17-00053

3. DEFINITION

Original Equipment Manufacturer (OEM) – Components manufactured or produced to the specifications of the original manufacturer of the equipment.

4. LISTING OF CURRENT VEHICLES

MFG	MODEL	YEAR	YEAR	TTL UNITS
AUTOCAR	DK64F	1983	1986	53
CASE	252	1991	1991	12
CASE	590L	1997	1997	1
CASE	W11B	1991	1991	3
CASE	W20C	1984	1988	37
CASE	W36	1979	1985	21
CATERPILLAR	120G	1986	1995	27
CATERPILLAR	140G	1993	1993	2
CATERPILLAR	140H	2000	2000	2
CATERPILLAR	928G	1999	2001	15
CATERPILLAR	D6D	1986	1986	11
CATERPILLAR	DP-30-D	1999	1999	4
CATERPILLAR	DP45	1997	1997	3
CATERPILLAR	DP45K	2002	2002	1
CATERPILLAR	F35	1990	1990	2
CATERPILLAR	NRR30	2002	2002	1
CHEVROLET	ASTRO	1988	2002	65
CHEVROLET	B3500	2001	2001	7
CHEVROLET	BLAZER	1992	2004	58
CHEVROLET	C1500	1974	2004	149
CHEVROLET	C2500	1979	2004	190
CHEVROLET	C3500	1984	2004	107
CHEVROLET	C3500 HD	1995	2001	54
CHEVROLET	CAVALIER	1990	2003	524
CHEVROLET	CORSICA	1991	1994	39
CHEVROLET	G2500	1984	2004	19
CHEVROLET	G3500	1987	2003	49
CHEVROLET	IMPALA	2000	2004	31
CHEVROLET	K2500	2002	2004	8
CHEVROLET	K3500	1994	2004	6
CHEVROLET	LUMINA	1990	1999	157
CHEVROLET	MALIBU	1997	1997	3
CHEVROLET	S10	1987	1999	65
CHEVROLET	SUBURBAN	1991	2004	9

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SOLICITATION NO. T05-17-00053

CHEVROLET	TAHOE	1997	2004	39
CHEVROLET	VENTURE	2002	2003	12
DODGE	B1500	1996	1997	3
DODGE	B2500	1996	2005	22
DODGE	B3500	1990	2001	15
DODGE	CARAVAN	1991	2005	244
DODGE	DURANGO	1996	2004	57
DODGE	R1500	1996	2004	154
DODGE	R2500	1996	2004	231
DODGE	R3500	1989	2001	116
DODGE	STRATUS	2000	2002	80
DODGE	STRATUS FFV	2004	2004	150
FORD	AEROSTAR	1990	1997	34
FORD	BRONCO	1994	1995	19
FORD	CF7000	1992	1994	20
FORD	CONTOUR	1998	2000	159
FORD	CROWN VICTORIA	1991	2004	1578
FORD	E150	1985	1998	11
FORD	E250	1988	2005	19
FORD	E350	1992	2005	213
FORD	ESCORT	1994	2002	24
FORD	FOCUS			
FORD	EXPEDITION	1997	2004	7
FORD	EXPLORER	1994	2004	36
FORD	F150	1991	2004	658
FORD	F250	1990	2004	104
FORD	F350	1986	2004	72
FORD	F350 SD	1990	1999	19
FORD	F450	1988	2004	9
FORD	F550	2001	2001	1
FORD	F650	2000	2003	3
FORD	F750	2000	2000	2
FORD	F800	1986	1986	3
FORD	RANGER	1995	2001	41
FORD	TAURUS	1994	2005	635
HONDA	CIVIC GX	2001	2001	23
IHC	1654	1985	1985	3
IHC	1824	1979	1979	7
IHC	1954	1982	1988	84
IHC	2574 4X2	1993	1993	9
IHC	2574 6X4	2002	2002	1

SECTION ONE SPECIFICATIONS

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SOLICITATION NO. T05-17-00053

IHC	4200	2005	2005	2
IHC	4300	2002	2004	6
IHC	4700	1999	1999	1
IHC	F2574	1986	1987	32
IHC	F2674	1991	1991	4
IHC	F4370	1984	1984	3
IHC	S2574	1988	1988	21
JEEP	CHEROKEE	1996	2001	191
JOHN DEERE	260	2001	2002	3
JOHN DEERE	544G	1993	1996	46
JOHN DEERE	550B	1986	1986	2
JOHN DEERE	5520	2003	2003	1
JOHN DEERE	6410	2001	2001	7
JOHN DEERE	672B	1988	1988	2
JOHN DEERE	7420	2004	2004	1
JOHN DEERE	772B	1986	1986	3
JOHN DEERE	772BH	1994	1994	1
JOHN DEERE	JD2155	1989	1989	2
JOHN DEERE	JD544C	1981	1981	2
KOMATSU	GD530A-2C	1996	1996	2
KOMATSU	GD650A-WD	2000	2000	7
KOMATSU	WA250-3	1998	1998	11
MACK	CH613	1997	1999	16
MACK	CV713	2004	2004	10
MACK	RD688S	1997	2000	98
NAVISTAR	4700	1990	1995	63
NAVISTAR	4900	1990	1990	6
NAVISTAR	F2674	1991	1991	16
PLYMOUTH	NEON	1997	1997	3
PLYMOUTH	VOYAGER	1996	1996	35
TOYOTA	PICKUP	1990	1990	7
TOYOTA	PRIUS	2001	2001	2
TOYOTA	TUNDRA	2002	2004	2
VOLVO	WG64F	1997	1997	10
WHITE	4864-2	1974	1974	2
WHITE	4900-1	1980	1980	6
WHITE	RB2-64T	1978	1978	1
				5357

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SOLICITATION NO. T05-17-00053

Note: **The above list is not a complete list of vehicles and equipment** requiring service, but rather an example of the various vehicles and equipment requiring on going service during the term of any result contract(s).

Core Item Pricing: The contractor shall provide firm fixed lowest net pricing for all items specified in the price sheet. These are defined as core items (baseline pricing).

Generic/House Brand Equivalent Information: Offerors who may have generic or house brand equivalents for identified core items are requested to provide a table showing applicable line items, part numbers and unit pricing thereof as an attachment document (this will not be used as part of the proposal evaluation process).

Electronic Ordering System: It is the intent of the State to award a contract that employs this type of system therefore offeror(s) are encouraged to offer electronic ordering systems to all eligible agencies. These are systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

Use of such systems shall be at the sole at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

Additionally, knowing that the implementation and management of electronic ordering systems result in lower administrative costs for both the contractor and the State, it is also requested that the offeror(s) submit any additional discount percent (%) from list price for those eligible agencies who may implement this system.

Those offering the additional discount percent (%) from list price shall do so in solicitation questionnaire section entitled Electronic Ordering Systems.

Cumulative Volume Discount or Rebate Program: It is the intent of the State to award a contract that employs either of these 2 types of programs; therefore Offeror(s) are encouraged to offer at their elect, either a cumulative volume discount or rebate program. Once selected, the program would consist of a cumulative, permanent, volume discount or a rebate to the State for those purchases in excess of the established baseline pricing (those above the 1,000,000.00 dollar threshold) contained in sections 2, based on dollars resulting from the cumulative purchases made by all eligible agencies under the resultant contract. The narrative response to this specification should include a table indicating their cumulative volume discount percents (%) or rebates to be earned under the program once established dollar thresholds are met. For example, Offerors may propose an increase in price discounts from baseline pricing for cumulative volumes greater than the \$1,000,000.00 baseline pricing. This shall be entered in the solicitation questionnaire section entitled Cumulative Volume Discount or Rebate Program.

SECTION ONE SPECIFICATIONS

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SOLICITATION NO. T05-17-00053

For those offering both programs, It shall be the sole discretion of the State which, if any of the programs shall be incorporated. Upon acceptance by the State, the contractor shall track and monitor total contract usage (all orders shipped and billed against the contract) and notifying the State when cumulative dollar thresholds are attained. If offering a cumulative volume discount, the State shall issue an amendment reflecting the new discount percent (%) from list price. The contractor shall also be responsible for amending customer pricing and invoices to reflect the additional discount percent (%) from list price. If offering a rebate the contractor shall make payment to the State in accordance with those thresholds offered and accepted.

Single Bulk Purchase and Special Educational Programs: Offerors are encouraged to participate in the following programs:

Single Bulk Purchase Program: Offeror(s) are urged to offer additional discounts percent(%) from list price to customers for stand-alone bulk purchases. Those offering additional discounts are requested to complete the solicitation questionnaire section entitled Single Bulk Purchase. Offerors should indicate both quantity breaks and discount percents.

Special Educational Discount Program: Offeror(s) are urged to offer additional discount percent (%) from list price to qualifying special educational institutions (e.g. K-12, Colleges and Universities). Those offering additional discounts are requested to complete the solicitation questionnaire section entitled Special Educational Discount.

State of Arizona Purchasing Card (P-Card Program): The State of Arizona has implemented a purchasing card program. The current Contractor is American Express. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees. It is the intent of the State to award a contract that employs the use of this type of program therefore all offeror(s) will be required to accept the American Express Card.

State of Arizona Fleet Credit Card: The State of Arizona has implemented a fleet credit card program. The current Contractor is Voyager. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees. It is the intent of the State to award a contract that employs the use of this type of program therefore all offeror(s) will be required to accept the Voyager Card.

Knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the State we also request that offeror(s) include any additional discount percent (%) from list price for those eligible agencies who may implement this program. Those offering the additional discount percent(%) from list price in solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program and State of Arizona Fleet Credit Card.

SECTION ONE SPECIFICATIONS

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SOLICITATION NO. T05-17-00053

Women Owned/Small Minority Owned Business Enterprise Subcontract Program: It is the intent of the State to award a contract that employs the use of this type of program therefore; offeror(s) are encouraged to set aside a percentage of their business as subcontracts that will be performed by either small, women owned and/or minority owned business enterprise. This could include subcontracts for percentage of deliveries made in specific geographic areas of the State, product-packaging services, billing or customer service/ordering services. Those who are offering to commit a portion of their work under this program shall do so by identifying the type of services, geographic areas of the State and percent of work that will be allocated by completing the solicitation questionnaire section entitled Women Owned/Small Minority Owned Business Enterprise Subcontract Program.

Set-Aside Products Program: It is the intent of the State to award a contract that employs the use of this type of program therefore; offeror(s) are encouraged to provide for the pass through purchase of those automotive parts, if any available through the State's set-aside program under any resultant contract. Those offering to provide for the pass through purchase of such products shall do so by completed solicitation questionnaire section entitled Set-Aside Products Program.

Contractor Support: The contractor should have, at a minimum the following support mechanisms in place. Offerors are to provide a narrative response to each of the following items in the solicitation questionnaire section entitled Contractor Support.

Business Capacity: Ability to perform under a statewide contract. Statewide meaning multiple agency accounts and delivery points located throughout the State.

Multiple Accounts: Ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.

Statewide delivery: Inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.

Order Capability: Ability to handle electronic, P-card, hard copy, phone and walk in orders.

Administrative, Key Personnel (trained and responsible for providing):

Customer dispute resolution services (at transaction level).

Multiple account set up and management

Expediting services (order follow up)

Customer Assistance, general help and order assistance (including toll-free telephone ordering support).

Maintenance of electronic and hard copy catalogs and State pricing.

<p style="text-align: center;">SECTION ONE SPECIFICATIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Suite A, Mail Drop 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

Management of cumulative volume discounts or rebate program.

Administration of spend management program.

Maintenance of data management and report program.

SECTION 2 UNIFORM TERMS AND CONDITIONS

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SOLICITATION NO. T05-17-00053

1 **DEFINITION OF TERMS.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "*Contractor*" means any person who has a Contract with the State.
- 1.5 "*Days*" means calendar days unless otherwise specified.
- 1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30,

2 **CONTRACT INTERPRETATION**

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

SECTION 2 UNIFORM TERMS AND CONDITIONS

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SOLICITATION NO. T05-17-00053

- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 CONTRACT ADMINISTRATION AND OPERATION

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and

SECTION 2 UNIFORM TERMS AND CONDITIONS

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SOLICITATION NO. T05-17-00053

records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s),

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 **COSTS AND PAYMENTS**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 CONTRACT CHANGES

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 RISK AND LIABILITY

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However,

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 WARRANTIES

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 STATE'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 CONTRACT TERMINATION

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **CONTRACT CLAIMS.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **ARBITRATION.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12 **COMMENTS WELCOME.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p>
<p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

1. **TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION**

The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

3. **CHANGES**

The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

4. **ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2642.

5. **INVOICING**

Separate invoices are required for each shipment of product.

Each separate invoice shall include at a minimum:

- Ship to/Bill to Address
- Itemized list of parts used including description and part numbers
- Appointment Date and Time
- State contract number/purchase order number
- State vehicle/equipment number (if applicable) and Work Order number
- If applicable, Labor – Hours and Hourly rate
- Price per unit and total per unit
- Applicable taxes

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

- If applicable actual special order parts freight charges
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the State for late or finance charges.

The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as described herein. Delivery of the product to the department does not constitute acceptance, therefore, only the department acceptance date will be a valid date for starting the thirty (30) calendar day payment period.

6. SHIPPING TERMS

Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The contractor shall file all claims for visible or concealed damage. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

7. PROMPT PAYMENT DISCOUNT

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purposes of evaluating that price. Refer to, **Price Sheet, Attachment 2.**

8. ESTIMATED QUANTITIES

This solicitation references quantities as a general indication of the needs of the State. The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and each potential contractor should take that fact into consideration.

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p>
<p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

9. SAFETY STANDARDS

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

10. WARRANTY

The bidder warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.
3. The warranty period on workmanship and materials shall be a minimum of One (1) year from the initial in-service date as recorded by the Department.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein. If the contractor offers, as their standard, a warranty that exceeds these minimum requirements, that warranty will take the place of the minimum requirements stated herein.

11. CURRENT PRODUCTS

All offers submitted in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

12 PRODUCT DISCONTINUANCE

The Department may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that the

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p>
<p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

manufacturer discontinues a product or model, the Department at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

13. VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed Substitute W-9, Attachment "4", on file with the Department's Procurement Section. No payments shall be made until the forms are on file. Questions may be directed to Bonnie Hartley at (602) 712-8520.

14. CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Sharon Kendrick, CPPB
Contract Officer
(602) 712-7510.

Following award the Contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

15. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Attention: Sharon Kendrick, CPPB

b. If intended for the Contractor, to:

Contractor Name
Address
City, State, Zip
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

16. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractors(s) is/are an agency, board, commission or university of the State of Arizona.

17. INSURANCE

Within ten (10) days of notification, the offeror shall submit a copy of the attached **Certificate of Insurance, Exhibit 1**, or a Department approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group
Attention: Sharon Kendrick, CPPB
1739 W. Jackson Suite A - MD 100P
Phoenix, Arizona 85007

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional Insureds with respect to**

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

liability arising out of the activities performed by or on behalf of the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**
- b. Automobile Liability should be required only if the commodity is being delivered to the State of Arizona by the vendor. If the commodity is being shipped by common carrier, automobile liability will not be required and the contractor shall provide written verification.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

4. **Garage Liability Insurance** in an amount of not less than one million dollars (\$1,000,000.00) combined single limits each occurrence. The coverage is to include bodily injury and property damage to others resulting from the premises operations of the Contractor's garage or storage facility. **The State of Arizona and the Arizona Department of Transportation must be named as Additional Insureds on the policy.**
5. **Garage Keepers Liability Insurance** and In-Transit coverage sufficient to provide full replacement of the equipment. A minimum one million (\$1,000,000.00) liability insurance shall include coverage for any and all operations of the equipment including loss or damage to State property while in the Contractor's care, for which the Contractor is legally liable; coverage for comprehensive and collision losses, fire, explosion, theft, mischief and vandalism for equipment in transit. ***The State of Arizona and the Arizona Department of Transportation must be named as Additional Insureds on the policy.***

A. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- B. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Sharon Kendrick, CPPB, Contract Officer
1739 W. Jackson Suite A – MD 100P
Phoenix, AZ 85007

SECTION 3
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

C. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group

Attention: Sharon Kendrick, CPPB
1739 W. Jackson Suite A – MD 100P
Phoenix, AZ 85007

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

E. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors, as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. See Attachment 7.

F. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

19. PRICING

Pricing for the resultant contract shall be determined by a discount from the published price list (s)/catalog in accordance with this paragraph and price sheet requirements. Indicate the basic discount offered and identify the price lists to which the discount applies on the price sheet. Include Manufacturers Price List. Upon request contractor shall, at no expense to the State, furnish price list/catalog to each delivery point requesting the information, as well as updates as needed.

Contractor shall identify all rebate able premium lines and percentage of rebate on the space provided on the price sheets.

The contractor shall provide complete up to date product catalogs, reference materials and/or price sheets/lists to all agencies being served under this contract.

The contractor shall provide a complete and up to date Line Card, describing all items available from contractor.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

All prices, inclusive of discounts, shall be firm, fixed and shall include all labor, equipment, materials, products, freight (FOB Destination), and all other costs incidental to the products contracted (excluding applicable state and local taxes).

The State is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, etc.), unless mandated by the Federal Government or the State of Arizona, other than those listed in the pricing section of this price agreement. All costs shall be included in the evaluation price.

20. MANUFACTURER PRICE LIST

All offerors must submit copies of the manufacturers' price lists regarding the parts and/or product lines they propose to furnish. Failure to include this information may result in the proposal being rejected.

Current pricing shall be on a pre-printed document (hard copy) or disk compatible with Microsoft Windows operating system and electronic system capable of downloading Parts List and Pricing. The State shall not be required to purchase or obtain factory proprietary hardware and/or software. If such hardware and/or software are required for pricing, the successful contractor shall provide the State with any necessary hardware and/or software at no cost. Hardware and/or software shall remain the property of the successful contractor. At the request of the contractor the hardware and/or software will be returned to the contractor at the end of the contract term.

Updated pricing information, both printed and electronic format shall be provided at the time any price increase is authorized by the State and forwarded to the responsible procurement officer. At the State's discretion we may request current price information. The contractor shall provide pricing material within 7 working days of the request.

21. FUEL SURCHARGES

Due to the unpredictability of the fuel market, under no circumstances will the State accept any surcharges on the invoice for fuel.

22. PARTS RETURN

The State reserves the right to return unused parts to the vendor with no restocking fee. All parts will be returned in a timely manner during the period of the contract. Proof of purchase will be attempted but shall not be required. A full refund shall be issued for all unused parts returned to the vendor. A credit

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

may be issued only if there is an existing sale pending that meets or exceeds the refund value.

23. SPECIAL ORDER PARTS RETURN

Special order items may be returned with a restocking fee, identified in the space provided on the Price Sheet Attachment 2. The State will be the sole determiner of Special Order Items.

24. EXTRA/OVERAGE PARTS RETURN

Parts remaining in stock may be returned to vendor, for full a refund within ninety (90) days after expiration of contract, at no cost to the State.

Obsolete items may be returned with a restocking fee, identified in the space provided on the Price Sheet, Attachment 2.

Product returned to the Manufacturer for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

25. USAGE REPORT

The contractor shall furnish the State, upon request, a usage report delineating the acquisition activity governed by the contract upon request of the Agency, Department or Eligible Political Subdivision. The format of the report shall be approved by the State and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

26. SITE VISITS

The State shall retain the right to examine the successful offeror's facilities and processes at any time to ensure Contractor is able to meet specifications set forth in this solicitation.

27. ELECTRONIC ORDERING SYSTEMS

Systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal. This provision shall only apply to those contractors who have such systems available under the contract. The contractor's system, at a minimum shall:

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

Be made available to all eligible agencies. Utilization shall be the sole discretion of the eligible agency;

Be implemented with a training program to the agency on how to use the system;

Be maintained by the contractor;

Be a secure connection;

Not allow for purchase orders to be placed for non-contract or excluded items.

Provide multiple or individual access to the system (agency elect);

Eligible agencies may elect, at their own discretion to utilize the contractor's electronic ordering system. Should an eligible agency elect to use the system they shall do so by formal request to the contractor.

Upon receipt of the request the contractor shall have the system fully installed and functioning within 30 day from receipt of the request, or as mutually agreed upon between the agency and the contractor.

Initial training shall either be performed upon completion of the installation or as mutually agreed upon between the agency and the contractor.

Upon contract termination or at the request of an agency the contractor shall uninstall all features of the system within 30 days.

Contractor's not having electronic ordering systems at time of award but who may wish to offer such, may do so at any time during the contract period by providing a written request to the contract specialist of record. Systems offered shall meet all criteria established above. Incorporation of the offered system shall be in the form of a contract amendment.

All cost associated with installation, training, maintenance, support and removal of such systems shall be borne by the contractor.

28. CONTRACTOR REPORTS

The contractor shall be required to furnish the following reports to the requesting agency against this contract on a quarterly basis at no additional cost to the State:

Total contract usage reports: Identifying all using agencies and total dollar volumes purchased by each using agency during the reporting period. Although not

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

Diversity Report: Identifying products sold during the reporting period that was available from women small and/or minority owned business enterprises along with total dollars purchased.

Women Owned/Small Minority Owned Business Enterprise Subcontract Program Report: Identifying subcontractor(s) utilized, percent of overall deliveries made and total dollars utilized during the reporting period.

Recycled Content Report: Identifying products sold during the reporting period that contain recycled materials along with total dollars purchased.

Environmentally Friendly or Green Product Report: Identifying products sold during the reporting period that are those products designated as environmentally friendly or green products along with total dollars purchased.

Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period. Reports shall be submitted in electronic format (CD, excel, etc.) The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

29. TELEPHONE ORDERING SUPPORT

Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll-free number for agency/entity use. Failure to maintain this service may be cause for cancellation of the contract (reference Scope of Work Section 2.).

30. STATE CONTRACT SHOW AVAILABILITY

As a statewide contractor, the supplier is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.

31. ORDERING PROCESS

For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

Hard copy, one time only or blanket (term type) type;

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

Electronically transmitted through facsimile equipment;

Electronically transmitted as an e-mail attachment;

Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

32. PACKING SLIP

Each shipment shall include a packing slip showing the contract number, item, price, and the quantity shipped.

33. SALES PROMOTIONS

In addition to decreasing contract pricing in accordance with the provision entitled Price Reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

A formal request that identifies the affected contract product or product groups;

The promotional price vs. the existing contract price;

The start and end date of the sales promotion;

Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

34. DISCUSSIONS

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions may be conducted with offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

35. EVALUATION

Evaluation criteria are listed in the relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State, based on the following criteria:

Proposals ability to provide the requested: Products/Service
Overall Responsiveness to RFP
References from Previous Customers
Pricing

36. OFFERORS RESPONSIBILITY

Offeror(s) are cautioned that it is their sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with their proposal. Failure offeror(s) to submit such information may cause an adverse impact on the evaluation of their proposal.

37. PRICE SUBMISSION

Catalog/Price List Discounts (Baseline Pricing) Group A: Offerors shall provide a single discount percent (%) from list price for all non-core catalog items (see Scope of Work for additional requirements) in the solicitation price sheet area, Group A.

Core Item Pricing (Baseline Pricing) Group B: Offerors shall provide lowest net pricing (may be lower than single discount percent specified under Group A) for all core items contained in the solicitation price area, Group B.

38. OFFERORS RESPONSIBILITY

Offeror(s) are cautioned that it is their sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with their proposal. Failure

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

offeror(s) to submit such information may cause an adverse impact on the evaluation of their proposal.

39. QUESTIONNAIRE SECTION

Offeror(s) should complete the entire questionnaire "Attachment 5" entitled Questionnaire of the Request for Proposal. Offeror's responses should be in the form of a brief written narrative demonstrating their ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

40. DISCOUNT RATES

The contractor(s) shall disclose and honor all applicable discount rates contained herein (i.e. discount from list price, electronic ordering systems, cumulative volume, Single bulk purchase, State of Arizona purchasing card (P-Card), special educational and prompt payment discounts). Disclosure shall, at a minimum be done using the following methods:

Prominently displayed on electronic media supplied by the contractor and approved by the state;

Prominently displayed on all written price communications, order conformations and invoice activities;

Disclosed during all verbal correspondence with an ordering agency.

Failure to disclose and honor all applicable discount rates may result in contract cancellation or any other remedy available by law, inclusive of the issuing of credits or refunds to all affected agencies.

41. INVENTORY

The State of Arizona has an ongoing requirement for the material indicated in this contract. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

42. PRICE ADJUSTMENT

Catalog pricing and discount percent(s) (%) from list price shall remain the same for the contract term. The State may review a fully documented request for a price

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

increase for selected core items and/or a change in discount percent (%) from list price only on the anniversary or renewal date of the contract. Any requested increases shall be based upon cost increases to the contractor that were clearly unpredictable at the time of the offer and that are directly correlated the price of the product/service contractually covered.

The request shall be submitted from 90 to 120 days prior to the anniversary or contract renewal date of the contract and shall be a factor in the extension review process.

Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the state not considering the request.

The State, at its sole option shall determine whether the requested price adjustment or an alternate option is in the best interest of the state. Any approvals shall be done in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard copy catalog/price list updates to the State and all contract customers at no additional cost to the State.

43. PRICE REDUCTIONS

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction.

44. RETURN POLICY

For reasons other than Fault or Error of the Contractor:

In the event ordered and delivered items are returned to the supplier due solely to a management decision by the ordering agency and not due to any fault or error by the supplier, the supplier shall be entitled to payment for restocking at 10% of the invoiced cost of the returned items plus the cost of transportation from the supplier to the ordering agency. The transportation charges shall not exceed the least expensive rate by common carrier for the category and weight of the items returned. In addition, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the supplier shall be paid by the ordering agency. Items returned under this provision must be shipped back to the supplier by the ordering agency not later than 30 calendar days after initial receipt of the items from the supplier and must be returned unused in the original

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

packaging including any instruction manuals or other material accompanying the initial shipment.

47. REVISED OR REPLACEMENT CATALOG/PRICE LISTS

The State may review a fully documented request to incorporate a revised or replacement catalog/price list only on the anniversary or renewal date of the contract. The request shall be submitted from 90 to 120 days prior to the anniversary or contract renewal date and shall be supplemented with the following information. Failure to submit the request within the stated timeframe and/or failure to supply any of the following information with the request may result in the state not considering the request.

A declaration that affirms that the proposed catalog/price lists is one that is:

A replacement or revision to the original, containing the same item groups as originally awarded.

A regularly maintained by a manufacturer, distributor or contractor.

Either published or otherwise available for inspection by customers.

One that states prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved.

Pricing information, existing versus proposed, electronic and hardcopy formats that identifies all products, by part number, SKU number, description and manufacturer that will experience increases from existing prices.

Displays a side by side comparison of pricing, existing vs. proposed increases.

Details the factors that were clearly unpredictable at the time of the original offer and that have a direct affect on the proposed increase. Newly published or revised catalog/price lists submitted without supplemental information may not be considered.

Identifies all products, by part number, SKU number, description and manufacturer that will experience decreases from existing prices.

Displays a side by side comparison of pricing, existing vs. proposed decreases.

The contractor shall also be obligated to pursue price decreases in accordance with the price decrease provision contained herein.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Product Information (deletions/additions) existing versus proposed, electronic and hardcopy formats that:

Identifies all discontinued products, by part number, SKU number, description and manufacturer that are either no longer being manufactured or are no longer available to the contractor.

Identifies all proposed product additions, by part number, SKU number, description and manufacturer

When pursuing product deletions or additions the contractor shall also supplement the request as required under product discontinuance new product provisions contained herein.

The state reserves the right to approve and entire catalog/price list, portions thereof or to exercise an alternate option, whichever is deemed in the best interest of the state.

Approval shall be done in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the state, the contractor shall make available all electronic and hard copy catalog/price list updates to the state and all contract customers at no additional cost to the state.

48. TRANSITION PERIOD

The contractor shall attend transition meetings with the previous contractor if deemed necessary by the State. The State reserves the right to permit the previous contractor to complete all necessary delivery of products and services currently in progress to aid in the transition process.

49. VALUE IN PROCUREMENT

Through the Governor's Efficiency Review initiative, the State Procurement Office has established the Value In Procurement (VIP) Committee. A Major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee has designated the Arizona Department of Transportation (ADOT) as a Strategic Contracting Center for Fleet/Automotive Equipment Parts and Services. Any contract resulting from this RFP shall become a statewide contract for use by all State agencies, and optional for cities, counties and school districts and other political subdivisions. State agencies that currently have individual contracts in place will be phased in under this contract when their contracts expire. The current schedules of some of these agencies specific contracts are:

ADOA Contract # AD000167-001-A8 ADOT Tinting Contract # T01-17-A0087

<p style="text-align: center;">SECTION 3 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson Street, Room 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211</p>
<p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

50. INCLUSIVE OFFEROR

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of shipping/delivery, product packaging. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

51. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All person, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION – A.R.S. §13-2501

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.).

PROMOTING PRISON CONTRABAND A.R.S. §13-2505

- A. A person, not otherwise authorized by law, commits promoting prison contraband: By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
1. By knowingly conveying contraband to any person confined in a correctional facility; or
 2. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- B. Promoting prison contraband is a Class 5 Felony.

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. INQUIRIES

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. OFFER PREPARATION

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

- 12.1 Special Terms and Conditions;
- 12.2 Uniform Terms and Conditions;
- 12.3 Statement or Scope of Work;
- 12.4 Specifications;
- 12.5 Attachments;
- 12.6 Exhibits;
- 12.7 Special Instructions to Offerors;
- 12.8 Uniform Instructions to Offerors.
- 12.9 Other documents referenced or included in the Solicitation.

13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. SUBMISSION OF OFFER

- 1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color,

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. EVALUATION

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. AWARD

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not

SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

- G. PROTESTS. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

- H. COMMENTS WELCOME. The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

1. SCOPE

The purpose of this solicitation is to enter into a Statewide contract to obtain all glass products required for vehicle (light & heavy duty) and equipment (light & heavy duty) replacement or repair.

2. PRE-OFFER CONFERENCE

A pre-offer conference will be held on March 16, 2005 at 2:00 PM. Location will be 205 S. 17th Avenue, Arizona Department of Transportation Auditorium, Phoenix, AZ 85007.

3. QUESTIONS

Questions relating to this solicitation shall be directed to the attention of Sharon Kendrick, CPPB, Procurement Officer, ADOT Procurement, telephone (602) 712-7510, facsimile (602) 712-3151, skendrick@azdotgov. Offerors are encouraged to fax/mail/email questions, no less than **ten (10) calendar days** prior to the solicitation due date and time.

4. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

5. REQUIRED INFORMATION

The offer shall include the following and should be presented in the order in which they appear. FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE PROPOSAL.

5.1 Table of Contents

All offers shall include a Table of Contents.

5.2 Solicitation Amendments

Sign and return all Solicitation Amendments issued.

SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

5.3 Attachments

Complete and submit with offer the following attachments:

Attachment 1, Offer and Contract Award
Attachment 2, Price Sheet
Attachment 3, Manufacturer's Price List/Catalog
Attachment 4, Warranty Information
Attachment 5, References
Attachment 6, Questionnaire
Attachment 7, State of Arizona Substitute W-9 Form

Additional Data

Include any additional data that may be useful to the State in evaluating the offeror's proposal, as well as additional options and/or variances for consideration.

5.5 Copies

The original and 4 copies of the proposal for a total of 5 proposals are required. The original copy of the proposal should be clearly labeled "ORIGINAL". All proposals, including copies, shall contain all descriptive literature, etc. An electronic copy of proposal is optional to be submitted on diskette or CD in Microsoft Word minimum 6.0 version or Adobe Acrobat PDF format. They should be packaged in such a manner that the outer wrapping clearly indicates the offeror's name and address, and the following information:

Request for Proposal No. T05-17--00053
Vehicle, glass replacement, repair and accessories
To be opened April 14th, 2005 - 3:00 P.M.

6. OFFER EVALUATION

6.1 An evaluation committee will evaluate and rank the offers, based on the following criteria listed in descending order of importance:

- A. Well-defined and comprehensive approach and methodology for providing Scope of Work, Discount Programs, Data Management and Reporting Program
- B. Proposed Costs
- C. Statewide Coverage
- D. Well-defined and comprehensive approach and methodology for providing Labor

<p style="text-align: center;">SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 W. Jackson Street Suite A - MD 100P Phoenix, Arizona 85007 Phone: (602) 712-7211</p> <p style="text-align: center;">SOLICITATION NO. T05-17-00053</p>

E. | Well-defined and comprehensive approach and methodology for providing Electronic Ordering, Spend Management Program, Procurement Card, Single Bulk Purchase, Special Educational Programs, Woman-Owned/Small Minority-Owned Business Enterprise Subcontract Program, Set-Aside Program

F. Warranty

G. Past services of similar scope; References

H. Overall responsiveness to the RFP

(Thoroughness of responses and completion of forms in manner specified, overall quality and responsiveness of offer).

6.2 As part of its final selection from among the highest ranked firms, the State reserves the right to:

a. Contact a reasonable number of references from among those provided by the Offerors as requested in Attachment 3.

b. Request oral presentations with no less than 72 hours notice. Presenters from the firms must include key members who will serve as the contact person(s).

6.3 **Discussions**

As provided by A.A.C. R2-7-331, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to R2-7-331, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.

6.4 **Decision**

The evaluation committee will make a recommendation for award to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the Offeror submitting the next ranked offer will be called. An award will be made to the responsible Offeror whose offer is determined to be the most advantageous to the State.

STATE OF ARIZONA
CERTIFICATE OF INSURANCESTATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATIONPROJECT TITLE: Term Contract for Vehicle, glass replacement, repair and accesoriesCONTRACT NUMBER: T05-17-00053

PRODUCER	COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
	A		
	B		
	C		
	D		
INSURED	A		
	B		
	C		
	D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(ANY ONE FIRE) \$ MED.EXPENSE(ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Transportation 1739 W. Jackson Street Suite A 100P Phoenix, AZ 85007-3276	SIGNATURE _____ DATE: _____

STATEWIDE LOCATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT 2

Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Arizona Department of Transportation Shop Locations

Northern Region	Southern Region	Central Region
Prescott Shop 6901 E Second Street Prescott Valley, AZ 86314 Bill LeFevre (928) 775-5079 ext. 3103 Payson Shop 200 N. Colcord Suite A Payson, AZ 85541 Margaret Ware (928) 472-7231 ext. 26 Kingman Shop 3540 E. Highway 66 Kingman, AZ 86402 Ken Tryer (928) 757-3443 Flagstaff Shop 5701 Railhead Avenue Flagstaff, AZ 86004 Kenny Macias (928) 526-0957 Holbrook Shop 2407 E. Navajo Blvd Holbrook, AZ 86025 Carl Sandufer (928) 526-0957 Page Shop HWY 89 ADOT Maintenance Yard Page, AZ 86040 Mike Bellow (928) 645-2147 Littlefield Shop Box 144 Littlefield, AZ 86432 Mike Bellow (928) 347-5934	Tucson Shop 1444 W. Grant Road Tucson, AZ 85745 Ed Zamora (520) 838-2863 Safford Shop 2082 E. Highway 70 Safford, AZ 85546 Kelly Krutsinger (520) 428-2909 Douglas Shop 21 st & B Avenue Douglas, AZ 85607 Abe Varela (520) 364-4742 Globe Shop HWY 60, MP 253 Globe, AZ 85502 Chuck Willis (928) 255-7898 Showlow Shop 200 W McNeil Showlow, AZ 85901 James McMahon (928) 537-2333 Yuma Shop 2243 E. Gila Ridge Road Yuma, AZ 85365 Terri Schnack (928) 317-2170 Kayenta Shop Box 398 Kayenta, AZ 86033 (928) 697-3627	Phoenix Parts 2225 S. 22 nd Avenue Phoenix, AZ 85009 Gary Rickard (602) 712-7680 Avondale Shop 1702 N. 10 th Street Avondale, AZ 85323 Herbie Matz (623) 932-3204 Mesa Shop 2409 N. Country Club Drive Mesa, AZ 85201 Juede Tajela (480) 644-7923 Capital Mall Shop 1522 W. Jackson Phoenix, AZ 85007 Joe Hasper (602) 542-3206 Casa Grande Shop 17, MP 174.9 Trekell Road 15614 W. Boxelder Drive Casa Grande, AZ 85222 Richard Dearie (520) 423-2378 Fredonia Shop HWY 89A Fredonia, AZ 86022 Mike Bellow (928) 643-7249

Arizona Department of Public Safety Locations

DPS Phoenix Fleet 2610 S. 16th St Phoenix, AZ 85005	DPS Tucson Fleet 6401 S. Tucson Blvd Tucson, AZ	DPS Flagstaff Fleet 1145 W. Kaibab Lane Flagstaff, AZ
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STATEWIDE LOCATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT 2

Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Arizona Department of Corrections Locations

Fleet Management 1645 East Jefferson 3rd floor Phoenix, Arizona 85007	Arizona State Prison- Ft Grant 15500 South Ft. Grant Road Ft. Grant, Arizona 85644	Arizona State Prison Complex- Douglas 6911 North BDI Boulevard Douglas, Arizona 85608
Arizona State Prison Complex -Phoenix 2500 East Van Buren Street Phoenix, Arizona 85008	Arizona State Prison Complex- Safford 896 South Cook Road Safford, Arizona 85546	Correctional Officer training Academy (COTA) 5601 Trails End Road Tucson, Arizona 85713
Arizona State Prison Complex- Florence 1305 East Butte Avenue Florence, Arizona 85232	Arizona State Prison Complex- Winslow 2100 South Highway 87 Winslow, Arizona 86047	Arizona State Prison Complex- Tucson 1000 South Wilmont Road Tucson, Arizona 85743
Arizona State Prison Complex- Eyman 4374 East Butte Avenue Florence, Arizona 85232	Arizona State Prison - Apache 38322 U.S.Highway 180 St. Johns, Arizona 85936	Arizona State Prison Complex- Lewis 26700 South Highway 85 Buckeye, Arizona 85326
Arizona State Prison Complex- Perryville 2014 North Citrus Road Goodyear, Arizona 85338-0901	Arizona State Prison- Globe 1000 Fairgrounds Road Globe, Arizona 85501	Arizona State Prison Complex- Yuma 7125 East Juan Sanchez Boulevard San Luis, Arizona 85349

Arizona Department of Game and Fish Locations

2221 West Greenway Road Phoenix, AZ 85023	2878 East White Mountain Pinetop, AZ 85935	3500 South Lake Mary Road Flagstaff, AZ 86001
5325 North Stockton Hill Road Kingman, AZ 86401	9140 East County 10 1/2 Street Yuma, AZ 85365	555 North Greasewood Road Tucson, AZ 85745
7200 East University Avenue Mesa, AZ 85207		

MARICOPA COUNTY DEPARTMENTS

Equipment Services Department- Durango Main Service Station 3325 West Durango Street Phoenix, AZ 85009	Equipment Services Department – Downtown Service Station 120 South 4 th Ave. Phoenix, AZ 85003	Equipment Services Department – Mesa Service Station 155 East Coury Mesa, AZ 85210
Equipment Services Department – Surprise Service Station 16821 North Dysart Rd Surprise, AZ 85387	Equipment Services Department – Buckeye Service Station 26449 West Highway 85 Buckeye, AZ 85326	

STATEWIDE LOCATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT 2

Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Other Locations

City of Goodyear - Fleet Services 1146 South Camino Oro Goodyear Arizona, 85338		
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ATTACHMENT 1 OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T05-17-00053

Submit this form with an original signature to the Department

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

For clarification of this offer, contact:

No.: _____

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City _____ State _____ Zip _____

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this _____ day of _____ 2005

Insert Name

As Procurement Officer and not personally

Awarded Date

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

WINDSHIELD REPLACEMENT					
MFG	MODEL	YEAR	BID QTY	UNIT PRICE	TOTAL BID PRICE
CATERPILLAR	120G	1995	5		
CHEVROLET	C2500	2000	15		
CHEVROLET	C3500	2004	10		
CHEVROLET	CAVALIER	2000	20		
CHEVROLET	IMPALA	2004	5		
CHEVROLET	TAHOE	2004	5		
DODGE	DURANGO	2004	15		
DODGE	R2500	2004	10		
DODGE	STRATUS	2004	5		
FORD	EXPLORER	2004	5		
FORD	F150	2002	20		
FORD	CROWN VICTORIA	1999	20		
FORD	TAURUS	2004	20		
JEEP	CHEROKEE	1996	15		
JOHN DEERE	544G	1996	5		
MACK	CV713	2004	2		
MACK	RD688S	1997	5		
WINDSHIELD CHIP REPAIR					
MFG	MODEL	YEAR	BID QTY	UNIT PRICE	TOTAL BID PRICE
CATERPILLAR	120G	1995	5		
CHEVROLET	C2500	2000	2		
CHEVROLET	C3500	2004	6		
CHEVROLET	CAVALIER	2000	7		
CHEVROLET	IMPALA	2004	5		
CHEVROLET	TAHOE	2004	5		
DODGE	DURANGO	2004	15		
DODGE	R2500	2004	10		
DODGE	STRATUS	2004	5		
FORD	EXPLORER	2004	5		
FORD	F150	2002	20		
FORD	CROWN VICTORIA	2004	20		
JEEP	CHEROKEE	1996	15		
JOHN DEERE	544G	1996	5		
MACK	CV713	2004	2		
MACK	RD688S	1997	5		

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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SOLICITATION NO. T05-17-00053

COMPLETE VEHICLE TINITING					
MFG	MODEL	YEAR	BID QTY	UNIT PRICE	TOTAL BID PRICE
CATERPILLAR	120G	1995	5		
CHEVROLET	C2500 EXTENDED CAB	2000	10		
CHEVROLET	C2500 STANDARD CAB	2000	10		
CHEVROLET	C3500	2004	10		
CHEVROLET	CAVALIER	2000	20		
CHEVROLET	IMPALA	2004	5		
CHEVROLET	TAHOE	2004	5		
DODGE	DURANGO	2004	15		
DODGE	R2500	2004	15		
DODGE	R2500 EXTENDED CAB	2004	5		
DODGE	R2500 STANDARD CAB	2004	5		
DODGE	STRATUS FFV	2004	20		
FORD	EXPLORER	2004	5		
FORD	F150 CREW CAB	2002	10		
FORD	F150 STANDARD CAB	2002	10		
FORD	FOCUS	2000	20		
FORD	TAURUS	2004	20		
JEEP	CHEROKEE	1996	15		
JOHN DEERE	544G	1996	5		
MACK	CV713	2004	2		
MACK	RD688S	1997	5		
FORD	CROWN VICTORIA	2000	12		

EDGE GUARD WINDSHIELD PROCTECTOR

MFG	MODEL	YEAR	BID QTY	UNIT PRICE	TOTAL BID PRICE
CATERPILLAR	120G	1995	5		
CHEVROLET	C2500	2000	15		
CHEVROLET	C3500	2004	10		
CHEVROLET	CAVALIER	2000	20		
CHEVROLET	IMPALA	2004	5		
CHEVROLET	TAHOE	2004	5		
DODGE	DURANGO	2004	15		
DODGE	R2500	2004	10		
DODGE	STRATUS	2004	5		
FORD	EXPLORER	2004	5		
FORD	F150	2002	20		

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
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SOLICITATION NO. T05-17-00053

FORD	TAURUS	1997	20		
FORD	TAURUS	2004	20		
JEEP	CHEROKEE	1996	15		
JOHN DEERE	544G	1996	5		
MACK	CV713	2004	2		
MACK	RD688S	1997	5		
FORD	CROWN VICTORIA	2003	9		

Note: The above list is not a complete list of vehicles and equipment requiring service, but rather an example of the various vehicles and equipment requiring on going service during the term of any result contract(s).

Core Item Pricing: The contractor shall provide firm fixed lowest net pricing for all items specified in the price sheet. These are defined as core items (baseline pricing).

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1.	<p>Windshield, Curved, Repair/Replacement, Discount Percent Off NAGS. Curved, Clear, Shaded or tinted, installed replacement:</p> <p>A Discount of _____ % is offered off of the NAGS Calculator, Price List Dated _____ for foreign and domestic vehicles.</p>			\$ _____	\$ _____
2.	<p>Windshield, Flat, Repair/Replacement, Discount Percent Off NAGS. Flat, precut having NAGS part No. (e.c. DL, FL, etc.) Clear, shaded or tinted, installed replacement:</p> <p>A Discount of _____ % is offered off of the NAGS Calculator, Price List Dated _____ for foreign and domestic vehicles.</p>			\$ _____	\$ _____
3.	<p>Windows, Curved, Repair/Replacement, Discount Percent Off NAGS. Windows, Curved, Installed replacement.</p> <p>A Discount of _____ % is offered off of the NAGS Calculator, Price List Dated _____ for foreign and domestic vehicles.</p>			\$ _____	\$ _____
<p>Optional Discount rates, in addition to the above (Item 1, 2, Or 3):</p> <p>See Special Instructions to Offerors Section.</p> <p>EDI: Yes _____ No _____ If Yes, additional _____ percent discount off offered _____ %</p> <p>Special Educational: Yes _____ No _____ If yes, additional percent discount off offered _____ %</p>					
SUB TOTAL					\$ _____
TOTAL GROSS OFFER					\$ _____

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Mirrors, Large, Trucks/Heavy Equip,
Replacement, Install

1 ea \$ _____

20 ea \$ _____

Mirrors, Light Vehicle, Replacement,
Install

1 ea \$ _____

20 ea \$ _____

**OPTIONAL ACCESSORY. PRICING
WILL NOT BE USED IN EVALUATION**

The State is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, etc.), unless mandated by the Federal Government or the State of Arizona, other than those listed in the pricing section of this price agreement. All costs shall be included in the evaluation price.

Company Name

Company Representative

_____% Arizona Sales Tax, State & City

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

IF PAYMENT IS MADE WITHIN _____ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY _____%.

ATTACHMENT 3 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. These references may be checked, so please make sure all information is accurate and current.

A. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

B. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

C. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

DO NOT
SEND TO IRSSTATE OF ARIZONA SUBSTITUTE W-9 FORM
REQUEST FOR TAXPAYER IDENTIFICATION AND CERTIFICATIONDO NOT
SEND TO IRS

*****LEGIBLY PRINT OR TYPE REQUIRED INFORMATION*****

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you are a resident alien OR a sole proprietor OR do not have a number, see the instructions on page 2.

Social Security Number (SSN)

2 - - 0

Employer Identification Number (EIN)

OR 1 - 0

Name (if using SSN) or Business Name (if using EIN) - as reported with Social Security Administration or IRS

Remittance Address (If different from main address)

DBA, Business, Subsidiary, Trade name, Other (circle one)

Name

Address

City, State, and ZIP Code

Main Address (where tax information and general correspondence is to be mailed)

City, State, and ZIP code

Contact Name

Telephone number

Fax number

() ()

Part IIFor Payees Exempt From Backup
Withholding (See instructions on page 2.)**Check the appropriate box:**☐ (1)(E) State Employee☐ (2)(G) Federal Agency☐ (3)(G) Arizona State Agency☐ (4)(G) Other Government Agency☐ (5) Business (check one of the following)☐ (A) Arizona Corp.-including Non-Profit☐ (C) PC, PLLC, or LLC☐ (F) Financial Institution☐ (H) Benefits Provider☐ (M) Medical Corp.☐ (O) Out of State Corp.-including Non-Profit☐ (P) Professional Assoc.☐ (S) Sole Owner (using EIN)☐ (T) Partnership, LLP, or LTD☐ (U) Public Utility Co.☐ (6) Individual (check one of the following)☐ (I) U.S. Citizen/Permanent Resident☐ (S) Sole Owner of a Business (using SSN)☐ (7) Other (Non-corporate including, but not limited to conferences, trust funds, receiverships)
--PLEASE BRIEFLY DESCRIBE☐ (8)(B) Board Member**Minority Business Indicator:** (check one of the following that best describes your business)☐ 01 - Small Business☐ 02 - Minority Owner Business☐ 03 - Woman Owner Business☐ 05 - Small Business/Minority Owner☐ 06 - Small Business/Woman Owner☐ 07 - Small Business/Disabled Owner☐ 08 - Minority Woman Owner Business☐ 09 - Disabled Minority Owner Business☐ 10 - Disabled Woman Owner Business☐ 11 - Small Business/Minority Woman Owner☐ 12 - Small Business/Disabled Minority Owner☐ 13 - Small Business/Disabled Minority
Woman Owner☐ 00 - None of these apply**Part III Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **AND**


2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that

I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding **AND**

3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 2).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here Date 

RETURN THIS FORM AND REPORT ANY CHANGES IN THE ABOVE INFORMATION TO THE STATE AGENCY THAT YOU DO BUSINESS WITH

FOR STATE AGENCY USE ONLY

DO NOT WRITE BELOW THIS LINE

VENDOR# MC(s) (main address) MC(s) (remittance address)☐ NEW VENDOR☐ TIN CHANGE☐ NAME CHANGEAGY AGENCY CONTACT AGENCY CONTACT PHONE# () EXT. APPROVED BY (PRINT) (SIGNATURE) Date

ATTACHMENT 5 QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Offeror(s) should complete the entire questionnaire section of the Request for Proposal. The Offeror's responses should be in the form of a brief written narrative demonstrating the offeror's ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

1. Labor: The Offeror shall indicate their hourly labor rate including any travel charges on the Price Sheet, Attachment 2. Specify your labor policy relating to the Scope of Work. (i.e., the length a chip, star or crack can be and still be repaired.)
2. Electronic Ordering System: Knowing that functionality, interface, administration and management of these types of systems are key, please describe in detail your firm's electronic ordering system, its capabilities and functionality relating to Scope of Work.
3. Cumulative Volume Discount Program: Specify in the area below which program your firm will be offering (additional program information is contained in Scope of Work). Your response should include a table indicating your committed cumulative volume discount percents (%) or rebates to be earned under the program once established dollar thresholds are met. i.e. list all increases in price discounts from baseline pricing for cumulative volumes greater than the 750,000.00 dollar baseline to pricing as specified under Scope of Work.
4. Single Bulk Purchase Program: Will this be offered to all eligible agencies? If yes, please include a table indicating additional discount percent(s) (%) and quantity/dollar volume breaks being offered. Additional program information is specified in Scope Of Work.
5. Special Educational Discount: Will this be offered to all eligible agencies? If yes, please specify any additional discount percent (%) offered to eligible agencies. Additional program information is specified in Scope Of Work.

ATTACHMENT 5 QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
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SOLICITATION NO. T05-17-00053

6. State of Arizona Purchasing Card (P-Card) Program: Will your firm commit to utilizing this program as a method of receiving payments? If yes, please specify any additional discount percent (%) offered for program use. Additional program information is specified in Scope Of Work.
7. State of Arizona Fleet Credit Card: The State of Arizona has implemented a fleet credit card program. The current Contractor is Voyager. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees. It is the intent of the State to award a contract that employs the use of this type of program therefore all offeror(s) will be required to accept the Voyager Card.
8. Women—Owned/Small Minority—Owned Business Enterprise Subcontract Program: Provide detail concerning your firm's commitment to participate in this program, emphasis should be placed on the specific areas (e.g. packaging, delivery, billing, customer or order desk services) and percent (%) contract commitment and how the program will be administered and managed (inclusive of reporting requirements). Additional program information is specified in Scope Of Work.
9. Set—Aside Products Program: Provide detail concerning your firm's commitment to participate in this program. Your response should also address/respond to, at a minimum, all areas specified in Scope of Work, inclusive of how your firm will administer and manage the program.
10. Contractor Support/Business Capacity: Describe in detail your firm's business capacity or ability to perform under a statewide contract (multiple agency accounts with delivery points located throughout the State) as specified in Scope of Work.

ATTACHMENT 5 QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

11. Contractor Support/Multiple Accounts: Provide a narrative as to your firm's capability to administer and manage multiple individual accounts (reference Scope of Work).
12. Contractor Support/Statewide Delivery: Detail your firm's inventory and transportation (delivery) capacities and how they relate to satisfying statewide/multiple agency needs (reference Scope of Work).
13. Contractor Support/Order Capability: Explain your firm's capacity to handle electronic, p-card, hard copy and walk in orders (reference Scope of Work).

Contractor Support/Administrative Support: Identify all Key personnel within your firm who will be directly involved in managing and providing support services under the contract. Emphasis should be placed on the following: Customer dispute resolution services (at transaction level); Multiple account set up and management services, Expediting services (order follow up); Customer Assistance, general help and order assistance (including toll-free telephone ordering support); Maintenance of electronic and hard copy catalogs and state pricing; Management of cumulative volume discount or rebate programs; Administration/Management of spend management program; and Maintenance of data management and contract reporting program (reference Special Terms and Conditions for reporting requirements). See Scope Of Work. Submission may be in the form of an organizational chart or narrative covering all areas.

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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ATTACHMENT 7
SERVICE, REQUIRED LOCATION/RESPONSE TIME

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

SERVICE, REQUIRED LOCATION/RESPONSE TIMES:

Pursuant to the requirements of this section, bidders shall complete and submit the following information with their bid for evaluation purposes. Failure to submit this information (or non compliance thereof) with the bid shall result in the bid being deemed non-responsive.

Contractor(s) shall have existing service maintenance facilities, personnel and mobile repair units capable of providing windshield replacement and/or repair service within twenty-four (24) hours ARO to the following metropolitan areas; Phoenix Metro, Tucson Metro, and Flagstaff.

Does bidder have the ability to meet or exceed this requirement? Yes _____ No _____

Contractor(s) shall provide windshield replacement and/or repair service to all other locations throughout the State within 48 hours ARO.

Does bidder have the ability to meet or exceed this requirement? Yes _____ No _____

Contractor(s) shall have existing maintenance facilities and personnel located in the Phoenix Metro, Tucson Metro, and Flagstaff area capable of handling emergency drive-in windshield replacement service within four (4) hours ARO.

Does bidder have the ability to meet or exceed this requirement? Yes _____ No _____

In the event that a contract customer has a disabled vehicle requiring immediate servicing (e.g. law enforcement cruisers, primary service vehicles) and the contractor(s) is unable to respond within a mutually agreed upon time frame. The ordering agency reserves the right to seek another source so as not to permit expensive and/or excessive equipment down time.

Does bidder agree to this requirement? Yes _____ No _____

SUBCONTRACTORS

Subcontractors: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Bidders shall complete and submit the following information with their bid for evaluation purposes. Failure to submit this information with the bid shall result in the bid being deemed non-responsive.

Will bidder(s) be utilizing subcontractors to meet the requirements of this solicitation?
Yes _____ No _____

If yes, bidder(s) shall clearly list all proposed subcontractors and the subcontractors proposed responsibilities: Bidders may use additional pages if necessary.

**ATTACHMENT 8
SUBCONTRACTORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Proposes Subcontractor: _____

Address: _____

Contact Person/Telephone No.: _____

Proposed Subcontractors Responsibilities: _____

Proposes Subcontractor: _____

Address: _____

Contact Person/Telephone No.: _____

Proposed Subcontractors Responsibilities: _____

Proposes Subcontractor: _____

Address: _____

Contact Person/Telephone No.: _____

Proposed Subcontractors Responsibilities: _____

ATTACHMENT 9
INSTALLATION STANDARDS QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Vehicle Assessment Before Replacement

1. Prior to any automotive glass replacement, will you assess any and all condition(s) that would compromise the retention system after an automotive glass replacement and agree not to replace the automotive glass if these conditions exist?

If "No", Explain:

2. Will you notify the owner/operator of a vehicle when any condition exists that would compromise a retention system/windshield replacement?

If "No", Explain:

Selection of Glass and Retention Systems

1. Will you use retention systems produced under documented quality assurance standards?
Yes_____ No_____
2. Will you use glass products that meet the requirements of ANSI Z26.1 as required by FMVSS 205?
Yes_____ No_____
3. Will you use either OEM and/or equivalent retention systems? Yes_____ No_____
4. Will you follow the written application instructions from the retention systems manufacturer or private labeler? Yes_____ No_____
4. Will you use products that have printed expiration dates when appropriate?
Yes_____ No_____

If "No", Explain:

ATTACHMENT 9
INSTALLATION STANDARDS QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Installation Standards - Adhesive Bonded

1. Will you follow the adhesive manufacturer's application instructions? Yes ☐ No ☐

2. Will you store and control products according to the manufacturer's requirements? Yes ☐ No ☐

3. Will you use a retention system that will achieve minimum drive-away strength by the time the vehicle may reasonably be expected to be operated? Yes ☐ No ☐

4. Will you notify the owner/operator of the minimum drive away time? Yes ☐ No ☐

5. Will you apply the adhesive bead so it will meet or exceed original equipment configuration? Yes ☐ No ☐

6. Will you use polyurethane or an equivalent system with every stationary glass installation unless it is in conflict with current OEM specifications? Yes ☐ No ☐

7. Will you trace/track adhesive lot numbers and glass part DOT (Department of Transportation) and part numbers back to each job? (Note: this requires recording this information either manually or by inputting the required information through a company POS (Point of Sale) system) Yes ☐ No ☐

8. Will you only use products that remain within their printed expiration date, open shelf life, or active shelf life? Yes ☐ No ☐

9. Will you replace all supplemental mechanical glass Retention devices to meet OE specifications? Yes ☐ No ☐

10. Will you notify the vehicle owner/operator when inappropriate replacement materials or methods are detected? Yes ☐ No ☐

11. Will you correct any inappropriate glass installation by removing any inappropriate materials, correcting any adverse glass installation related conditions and using appropriate methods? Yes ☐ No ☐

12. Will you use compatible polyurethane when sealing air or water leaks within an existing polyurethane retention system and not use silicone or butyl? Yes ☐ No ☐

ATTACHMENT 9

INSTALLATION STANDARDS QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group
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Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

13. Will you only use the full cut method when removing and replacing a polyurethane retention system? Yes ☐ No ☐

If "No" Explain:

Installation Standards-Rubber Gasket

1.If the OEM gasket did not include adhesive, will you include polyurethane or an equivalent adhesive bonding system? Yes ☐ No ☐
(Note permissible exceptions –Page 4 of the Standard)

2. If a rubber gasket/polyurethane ADHESIVE SYSTEM requires the sealing of air or water leaks, will you use only Compatible polyurethane and not silicone or butyl? Yes ☐ No ☐

3. If you encounter a rubber gasket/SEALANT SYSTEM when sealing air or water leaks, will you use only an OE Compatible sealant? Yes ☐ No ☐

If "No" Explain:

ATTACHMENT 9
INSTALLATION STANDARDS QUESTIONNAIRE

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group
1739 W. Jackson Street Suite A 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-17-00053

Additional Requirements

1. Will you replace all mechanically fastened automotive glass parts according to OE specifications? Yes ☐ No ☐

2. Will you verify that glass parts, including custom cut parts are marked in compliance with certification requirements? Yes ☐ No ☐

3. Will you install external and internal mirrors that meet or exceed the OE specifications? Yes ☐ No ☐

4. When OEM retention systems are modified, will you use the most current retention system unless otherwise specified by the OEM? Yes ☐ No ☐

5. Will you promptly report product failure to manufacturer or supplier when detected? Yes ☐ No ☐

6. Will you make sure to not introduce any chemical agents or utilize any installation practice that could affect the glass retention system adversely? Yes ☐ No ☐

7. Will you maintain documentation that will demonstrate Your compliance with the standard? Yes ☐ No ☐

If "No" Explain

ATTACHMENT 10
VEHICLE GLASS REPLACEMENT SAFETY STANDARD

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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SOLICITATION NO. T05-17-00053

ANSI/AGRSS 002-2002
Vehicle Glass Replacement Safety Standard

To develop and publish nationally recognized automotive glass replacement safety standards addressing procedures, education, and product performance.

To improve the performance and practices of industry technicians and raise their level of professionalism.

To guide the industry in auto glass replacement procedures that meets the pertinent Federal Motor Vehicle Safety Standard requirements.

To provide guidelines and objectives for groups that supply products, education, and training for the industry.

To promote public awareness of the need for safe installation procedures,
which will reduce the risk of personal injury and/or death from traffic accidents.

To provide a comprehensive automotive glass replacement standard.

To achieve a higher degree of consistency among installation practices.

To create an automotive glass installation benchmark for anyone engaged in the replacement of automotive glass.

2. Definitions and Acronyms

2.1 adhesive bonding system: an engineered system using chemical products, used together as a technique or process, to bond substrates.

2.2 AGR: automotive glass replacement.

2.3 ARG: automotive replacement glass.

2.4 butyl sealant: a copolymer of isobutylene and isoprene.

2.5 equivalent retention system: a system that meets or exceeds the vehicle manufacturer's performance strength specifications, or has been certified by the retention system manufacturer or private labeler as appropriate for the specific application.

2.6 final exam: a comprehensive exam that evaluates the individual's knowledge and skills including but not limited to retention system specific replacement procedures, a variety of automotive safety issues, minimum drive-away time, environmental conditions as they affect retention system performance, federal safety requirements, and the basics of safe and effective automotive glass replacement.

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2.7 full cut: removing existing bead of urethane to a height of approximately 1 to 2mm wherever the residual bead is structurally sound and the substrate condition is not defective.

2.8 minimum drive-away strength: The minimum properties as defined and specified by the retention systems manufacturer or private labeler to meet the requirements of FMVSS 208 and 212.

2.9 minimum drive-away time: The time necessary for a given adhesive system to attain minimum drive-away strength after an adhesive bonded glass part is set in place.

2.10 OE: original equipment.

2.11 OEM: original equipment manufacturer.

2.12 polysulfide adhesive: an adhesive containing sulfur that cures to a cross-linked rubber compound.

2.13 polyurethane adhesive: a thermoplastic polymer adhesive produced by the condensation reaction of polyisocyanate and a hydroxyl containing material.

2.14 primer: an agent that is designed specifically by the adhesive manufacturer to either promote adhesion between the substrate and the adhesive or provide shielding from environmental factors.

2.15 private labeler: any individual, corporation or the entity engaged in sale or distribution of a product labeled as their own, but manufactured by any different entity.

2.16 retention system: refers to any original equipment or equivalent method of glazing attachment.

2.17 those engaged in automotive glass replacement: refers to any individual, business, or organization that replaces automotive glass; examples include but are not limited to individual technicians, automotive glass replacement businesses, automotive body shops, and dealerships.

3. Vehicle Assessment Before Replacement

Those engaged in automotive glass replacement shall not undertake or complete such installation when any related condition would compromise the retention system and the owner/operator shall be so notified.

4. Selection of Glass and Retention Systems

Those engaged in automotive glass replacement must use either an OEM approved retention system or equivalent retention system as certified in writing by the equivalent retention system manufacturer directly or through a private

Those engaged in automotive glass replacement shall obtain and follow written comprehensive and current application instructions from the retention systems manufacturer or private labeler. These instructions shall include at least the proper use of the retention system storage specifications, minimum drive-away time charts containing temperature and humidity variables if applicable, and any

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SOLICITATION NO. T05-17-00053

special procedures required for adverse weather conditions.

Those engaged in automotive glass replacement shall require that lot numbers and expiration dates be printed on appropriate products.

5. Installation Standards — Adhesive Bonded

Those engaged in automotive glass replacement shall follow the adhesive manufacturer's application instructions as provided by the manufacturer directly, or through the private labeler. All in-shop or mobile installations shall be performed under environmental and other conditions that are compatible with the application instructions required in Section 5.

Products must be stored and controlled according to manufacturers' requirements as provided directly or through a private labeler.

No automotive glass replacement shall be undertaken using an adhesive glass retention bonding system that would not achieve minimum drive-away strength by the time the vehicle may be reasonably expected to be operated.

The vehicle owner / operator shall be advised of the minimum drive-away time under the circumstances of the replacement.

Adhesive must be applied so that the finished bead cross section profile and dimensions meet or exceed original equipment configuration.

If the OEM installation was polyurethane, then the glass must be replaced with polyurethane or an equivalent adhesive bonding system. If the OEM installation was butyl, polysulfide, or other non-polyurethane, and the vehicle is licensed for highway use, adhesive bonded stationary glass installations shall be performed using polyurethane or an equivalent retention system unless in conflict with current OEM specifications.

All adhesive system component lot numbers must be traceable to each job.

No product that has exceeded its expiration date, open shelf life, or active shelf life shall be used.

All supplemental mechanical glass retention devices must be replaced to original equipment specifications.

When inappropriate replacement materials or methods are detected, those engaged in automotive glass replacement shall report their findings to the vehicle owner/operator.

When those engaged in automotive glass replacement correct inappropriate glass installations, they shall remove any inappropriate materials that would compromise the retention system. They shall fully correct any adverse glass installation related condition(s) caused by the use of inappropriate materials or methods, and they shall use appropriate methods described elsewhere within Section 5 of this document.

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When sealing air or water leaks within a polyurethane retention system, only compatible polyurethane adhesive shall be used. (No silicone or butyl may be used).

6. Installation Standards — Rubber Gasket

If the OEM utilizes the combination of a rubber gasket and polyurethane as a retention system, an equivalent adhesive bonding system must be used in the installation. In cases when the OEM didn't include polyurethane or an equivalent adhesive system, such systems shall be used if later production models included the addition of adhesive systems without body style modification.

If the OEM gasket installation did not include adhesive and the vehicle is licensed for highway use, the installation shall include polyurethane or an equivalent adhesive bonding system. The following are permissible exceptions: egress applications, antique restorations, the customer's requirements differ even after being informed about the safety implications, or in cases in which this practice conflicts with current vehicle manufacturer specifications.

When sealing air or water leaks within a rubber gasket/polyurethane ADHESIVE SYSTEM only compatible polyurethane shall be used. (No silicone or butyl may be used).

When sealing air or water leaks within a rubber gasket/SEALANT SYSTEM only OE compatible sealant shall be used.

7. Additional Requirements

All mechanically-fastened automotive glass parts shall be replaced according to original equipment specifications.

Glass parts, including custom cut parts, must be marked in compliance with the certification requirements specified in FMVSS 205 and the marking requirements of ANSI Z26.1 incorporated by reference therein for those vehicles licensed for highway use.

Those engaged in automotive mirror replacement shall install external and internal replacement mirrors that meet or exceed original equipment specifications and the requirements of Federal Motor Vehicle Safety Standard

111.

Whenever OEM retention systems are modified on later production models without body style modification, the most current retention system shall be used in the replacement unless otherwise specified by the OEM.

Those engaged in automotive glass replacement shall not introduce any chemical agents, such as cleaners, solvents, lubricants, release agents, or utilize any installation practice, which will adversely affect the glass retention system.

Those engaged in automotive glass replacement shall maintain documentation to demonstrate compliance with this standard.

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8. Education

Technicians installing replacement automotive glass shall be fully qualified for the tasks they are required to perform. Such qualifications shall include, at a minimum, completion of a comprehensive training program with a final exam and a continuing education component. The program shall include, among other things:

- a) AGR safety issues.
- b) an understanding of OEM installation standards and procedures.
- c) relevant technical specifications.
- d) comprehensive retention system specific training.
- e) the opportunity to apply and demonstrate the skills technicians I